

1
2
3
4
5
6
7
8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10

11 AT&T MOBILITY LLC (formerly known
12 as CINGULAR WIRELESS LLC), a
13 Delaware Limited Liability Company,

14 Plaintiff,

15 v.

16 CONNECT WIRELESS,

17 Defendant.
18
19
20
21
22
23
24
25
26
27
28

Case No. C07-00463 MMC

~~[PROPOSED]~~ PRELIMINARY ORDER
INJUNCTION

~~DATE: June 1, 2007~~

~~TIME: 9:00 a.m.~~

~~PLACE: Courtroom of the Honorable
Maxine M. Chesney, Room 7~~

On reading the Complaint, Notice of Motion and ^{unopposed} Motion for Preliminary Injunction, Memorandum of Points and Authorities, and supporting Declarations and Exhibits filed in this action, ~~and after hearing argument on the Motion for Preliminary Injunction,~~ it appears to the satisfaction of the Court that this is a proper case for granting a preliminary injunction. AT&T Mobility LLC (formerly known as Cingular Wireless LLC) (hereinafter referred to as “Cingular”) has suffered and will continue to suffer great and irreparable injury unless the preliminary injunction prayed for is granted:

Preliminary Injunction

IT IS FURTHER ORDERED that Connect Wireless (“defendant”), all of its agents, servants, employees, officers and attorneys, and all other persons acting in concert or participation with defendant, shall be and hereby are enjoined from engaging in the following conduct:

(a) Advertising, promoting, marketing, selling, or offering to sell any product or service in any way using or employing any of the various trademarks, service marks, and logos under which Cingular has been and is conducting business;

(b) Using or employing any of the Cingular Marks in any manner, including in any advertisement, promotion, or marketing efforts, including on internet web-sites:

(c) Claiming any authorization or sponsorship or affiliation with Cingular, including but not limited to, claiming to be an authorized Cingular dealer, sub-dealer, agent, subagent or distributor, and from doing any business whatsoever under the name Cingular;

(d) Offering Cingular personal communication services and/or attempting to activate any Cingular personal communication services under any name;

(e) Using any Cingular agent codes; and


1 (f) Using any Cingular advertising and promotional materials,
2 including but not limited to banners, signs, store displays, brochures, business cards,
3 contracts, preprinted forms, and any and all other Cingular materials in defendant's
4 possession or control.

5 A copy of this Preliminary Injunction, together with all accompanying
6 legal memoranda, declarations, and exhibits, shall be served upon defendant on or
7 before May 31, 2006.

8 Cingular shall [not] be required to post a bond ~~[in the amount of~~
9 ~~\$_____]~~ upon the insurance of this Preliminary Injunction.

10
11 IT IS SO ORDERED.

12
13 DATED: May 25, 2007

14 
15 The Honorable Maxine M. Chesney
16 United States District Court
17
18
19
20
21
22
23
24
25
26
27
28